

Information Systems Advisory Body



CHAIRMAN
Michael P. Tudor
Public Defender

CHAIR PRO TEM
John Ruegg
Director, ISAB

ISAB

John Ruegg
Director
(562) 403-6501

Felix Basadre
Assistant Director
(562) 403-6505

Ali Parahani
Director, Integration Services
(562) 403-6513

Noble B. Kennamer, Jr.
Legal Director
(562) 403-6650

Marcus Leon
Director, Project Development
(562) 403-6527

12750 Center Court Drive
Suite 500
Cerritos, CA 90703

MEMBERS

Lee Baca
Sheriff

John Clarke
Executive Officer/Clerk
L.A. Superior Court

Steve Cooley
District Attorney

Janice Fukai
Alternate Public Defender

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Department of the Coroner

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Director, Internal Services Department

William J. Bratton
Chief of Police, City of Los Angeles

May 01, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AMENDMENT NUMBER ONE TO THE CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND SOURCECORP BPS INC. FOR DOCUMENT IMAGING SERVICES (ALL DISTRICTS) (3-VOTES)

SUBJECT

Request Board approval of an Amendment to the Contract between the County of Los Angeles on behalf of the Information Systems Advisory Body and SOURCECORP BPS Inc. for Document Imaging Services.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of ISAB to execute Amendment Number One to the Contract between the County of Los Angeles (County) and SOURCECORP BPS Inc. (Sourcecorp) for Document Imaging Services (Services), dated August 18, 2009 (Contract), substantially similar to the attached Amendment. The proposed Amendment will provide the County with the option of engaging Sourcecorp by executing Contract Change Notices to provide certain Optional Services in response to and consistent with changes in County's requirements up to the maximum total amount of \$300,000 allocated for such Optional Services in Pool Dollars without increasing the maximum Contract Sum for the term of the Contract, starting with the modification to the Sheriff's existing export process of imaged documents in order to implement the Sheriff's new document imaging repository requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

By approving this recommended action and signing this Amendment, your Board will authorize the modification to the existing Sheriff's document export process at a cost of \$26,000 and any other modifications that may be required by County as a result of changes to County's requirements up to the maximum total amount of \$300,000 for all such modifications by executing Contract Change Notices during the term of the Contract without increasing the maximum Contract Sum.

The Sheriff Department is in the process of migrating from its existing document repository to a new state-of-the-art system. The new system (SECDA) will require a modification to the existing document export process developed by Sourcecorp in order to properly receive and store imaged documents. For starters, the recommended Amendment will enable the County to engage Sourcecorp to modify the export process in line with the Sheriff's new system requirements.

Implementation of Strategic Plan Goals

The public/private partnership between the County of Los Angeles and Sourcecorp supports Strategic Plan Goals No. 1, Service Excellence, Goal No. 2, Workforce Excellence, Goal No. 3 Organizational Effectiveness, and Goal No. 4, Fiscal Responsibility, by providing responsive, efficient and high quality public service through teamwork and collaboration.

FISCAL IMPACT/FINANCING

Upon approval by your Board, the County will have available up to \$300,000 in Pool Dollars for the purpose of engaging Contractor to provide County requested Optional Services in response to changes in County's requirements without increasing the maximum total Contract Sum of \$37,000,000 allocated for the term of the Contract, starting with the necessary modification to the Sheriff's existing document export process at a Maximum Fixed Price of \$26,000.

No new net County funds are being requested for this Amendment. There are no other fiscal impacts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 11, 2009, your Board approved the Contract for the provision of document imaging services for the Alternate Public Defender, District Attorney, Probation, Public Defender and Sheriff's Department.

Amendment Number One will become effective upon its execution by the Director of ISAB following your Board's approval. All existing terms and conditions of the Contract will continue to apply to the Contract following execution of the proposed Amendment Number One. ISAB will not require Sourcecorp to perform Services in excess of the Board approved Contract amount, scope of work and/or Contract dates. This Amendment also adds to the Contract the Board mandated provision relating to the Defaulted Property Tax Reduction Program.

County is authorized under California Government Code Section 31000 to contract for special services, including the Services and Optional Services described in the Contract and this Amendment Number One.

This Amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Contract between the County and SourceCorp was based upon a competitive solicitation process. The Contract, as amended, will continue to provide imaging and conversion services for the Alternate Public Defender, District Attorney, Public Defender, and Probation and Sheriff's Departments without modifying the scope of Services to be provided under the Contract or increasing the Contract Sum.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Amendment will insure uninterrupted imaging services for the County departments served by the Contract starting with the Sheriff's Department. Continuation of imaging services is essential to the ISAB and the departments it assists in order to control costs associated with effective document retrieval and increased storage of paper files.

CONCLUSION

Upon Board of Supervisors approval, it is requested that the Executive Officer, Clerk of the Board return two (2) adopted stamped Board letters to: Information Systems Advisory Body, Attention Felix Basadre, Assistant Director, 12750 Center Court Drive, Suite 500, Cerritos, CA 90703.

The Honorable Board of Supervisors

5/1/2012

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Respectfully submitted,

A handwritten signature in dark ink, reading "John L. Ruegg". The signature is written in a cursive, flowing style.

JOHN RUEGG

Director

FB

Enclosures

c: : Chief Executive Officer
Alternate Public Defender
Auditor-Controller
Chief Probation Officer
County Counsel
District Attorney
Executive Officer, Board of Supervisors
Public Defender
Sheriff

AMENDMENT NUMBER ONE
TO
CONTRACT BY AND BETWEEN
THE COUNTY OF LOS ANGELES AND
SOURCECORP BPS INC.
FOR DOCUMENT IMAGING SERVICES

This Amendment Number One is entered into this ____ day of _____, 2012 by and between the County of Los Angeles, a body corporate and politic (hereinafter "County"), and SOURCECORP BPS Inc, located at 20500 Belshaw Avenue, Carson, California 90746-3508 (hereinafter "Contractor"), and amends that certain Contract by and between the County of Los Angeles (hereinafter "County") on behalf of Information Systems Advisory Body ("hereinafter "ISAB") and SOURCECORP BPS Inc. (hereinafter "Contractor") for Document Imaging Services (hereinafter also "Services"), dated August 18, 2009, as modified by all Amendments and Change Notices thereto, including without limitation by this Amendment Number One (hereinafter "Contract").

WHEREAS, County and Contractor have entered into the Contract for Document Imaging Services; and

WHEREAS, County's requirements affecting the provision of Services by Contractor may change during the term of the Contract; and

WHEREAS, County desires the option of engaging Contractor to provide Services consistent with changes in County's requirements as Optional Services using Pool Dollars, at County's sole option, within the limits of the Contract Sum with a maximum total of Pool Dollars allocated for such Optional Services not to exceed \$300,000 for the entire term of the Contract.

NOW THEREFORE, in consideration of the foregoing and pursuant to *Paragraph 8 (Change Notices and Amendments) of the base Contract*, County and Contractor hereby agree to amend the Contract as follows:

1. The Contract is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. As a result of this Amendment Number One, the following definitions are added to *Paragraph 2 (Definitions) of the base Contract* amending such *Paragraph 2 (Definitions)*:

2.37 CONTRACT SUM

The definition as specified in Paragraph 5 (Contract Sum).

2.38 MAXIMUM FIXED PRICE

The maximum amount to be paid by County to Contractor for Optional Services to be provided by Contractor pursuant to an agreed upon Scope of Work.

2.39 OPTIONAL SERVICES

Any Services that may be provided by Contractor to County upon County's request beyond those included in Contractor's fees for the Services under the Statement of Work, as further specified in Section 10.0 (Optional Services) of Exhibit A (Statement of Work).

2.40 POOL DOLLARS

The amount allocated under this Contract for the provision by Contractor of Optional Services as provided herein, all approved by County in accordance with the terms of the Contract.

2.41 WORK ORDER

The agreed upon terms of any Optional Services to be provided by Contractor to County under this Contract.

3. As a result of this Amendment Number Two, the following definitions under *Paragraph 2 (Definitions) of the base Contract* have been deleted in their entirety and replaced with revised definitions amended to read as follows:

2.16 SERVICES

The same meaning as “Document Imaging Services”, including any Optional Services.

4. *Subparagraph 5.5.2 of Paragraph 5.5 (Invoices) of the base Contract* is deleted in its entirety and replaced with revised *subparagraph 5.5.2* amended to read as follows:
 - 5.5.2 Contractor’s invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or applicable Work Order for Optional Services describing the tasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's Services rates shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the Initial Term. Notwithstanding the provisions of *Paragraph 8.3*, the Director is specifically authorized to revise the Services rates during the Extended Term in his/her sole discretion by executing an Amendment to this Contract in accordance with *Paragraph 8 (Change Notices and Amendments)*.
5. *Subparagraph 5.5.4 of Paragraph 5.5 (Invoices) of the base Contract* is deleted in its entirety and replaced with revised *subparagraph 5.5.4* amended to read as follows:
 - 5.5.4 Contractor shall submit its billing summary invoice to County’s Contract Administrator, or designee, no later than the 10th of the month and to County's Project Manager of each participating Agency within thirty (30) calendar days following the end of the month during which the Services were rendered at the addresses set forth in Exhibit E (County's Administration). The invoices for Optional Services shall be submitted following completion by Contractor of the applicable Work Order and approval and acceptance by County of such Optional Services. The invoices shall be in a form approved by County’s Contract Administrator and shall meet the following requirements:
 - i. Invoices must be numbered and contain the member Agency number; the name of the member Agency and the Contract Number.
 - ii. Separate account numbers will be used for each Agency.
 - iii. Monthly and one time Optional Services invoices will be forwarded to the applicable County’s Project Manager of each Agency.
 - iv. Upon approval by applicable County’s Project Manager, payments will be processed by County in a timely manner.
6. *Subparagraph 8.2 of Paragraph 8 (Change Notices and Amendments) of the base Contract* is deleted in its entirety and replaced with revised *subparagraph 8.2* amended to read as follows:
 - 8.2 For any change which does not affect the scope of work, period of performance, payments or any other term or condition included under this Contract, a Change Notice shall be prepared in writing and signed by County’s Contract Administrator and Contractor’s Contract Manager. Notwithstanding the foregoing, provided that there are sufficient Pool Dollars remaining, the Director is specifically authorized to expend such Pool Dollars for

acquiring Optional Services upon election by County and agreement by the parties in accordance with the terms of this Contract.

7. *Paragraph 62 (County's Defaulted Property Tax Reduction Program)* is added to the base Contract to read as follows:

62. COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

62.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

62.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in *Paragraph 62.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program)*, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

8. Exhibit A (Statement of Work) without the Schedules thereto is deleted in its entirety and replaced with revised Exhibit A (Statement of Work), attached hereto as Attachment 1 and incorporated herein by reference.
9. Exhibit B (Pricing Schedule) is deleted in its entirety and replaced with revised Exhibit B (Pricing Schedule), attached hereto as Attachment 2 and incorporated herein by reference.
10. Schedule B.1 (Optional Services Schedule) is added to Exhibit B (Pricing Schedule), attached hereto as Attachment 3 and incorporated herein by reference.
11. Except as provided in this Amendment Number One, all other terms and conditions of the Contract shall remain unchanged and in full force in effect.

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IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Amendment Number One to the Contract to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
INFORMATION SYSTEMS ADVISORY BODY

By _____
JOHN RUEGG, Director

CONTRACTOR: SOURCECORP BPS INC.

By _____
Signature

Print Name

Title

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
VICTORIA MANSOURIAN
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
DOCUMENT IMAGING SERVICES

APRIL 2012

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1.0 SCOPE OF WORK

Electronic document management is a strategic initiative of the County of Los Angeles (“County”). In order to meet legal records retention requirements and comply with requests from the public, government agencies and other law enforcement agencies for information, the County Departments must implement cost-effective strategies for the secure archival and retrieval of their documents.

This Statement of Work (“SOW”) provides the specifications and requirements for the Contractor to convert paper documents to digital images and provide other work relating to document imaging for the County Departments and Agencies listed in Attachment A.1 (Participating Agencies) (“Document Imaging Services”). Additionally, a conversion of archived images in a proprietary format will need to be performed for the Sheriff’s Department. The documents to be imaged will include multi section booking jackets with sections A-H, booking jackets, station booking reports, incident reports, arrest reports, court reports, photographs, case investigation/supervision files (including various handwritten and machine printed documents), forms and reports, financial collections files and related documents, and various loose papers, as further specified herein. The resultant images will be imported into the respective Department’s document management system(s) and will be managed according to each Department’s specific requirements. No estimates of volumes are guaranteed by County as the minimum for each month.

As part of the Document Imaging Services, Contractor shall also provide storage and shredding of documents as required by County, as further specified herein.

This Exhibit A includes and incorporates all of the Schedules attached hereto and sequentially numbered to correspond to the Agencies/Departments listed in Attachment A.1 (Participating Agencies).

2.0 BACKGROUND

The background relating to each participating Agency/Department is listed in Section 1.0 (Background) of the sequentially numbered Schedule applicable to such Agency/Department.

3.0 FACILITIES AND SPECIFIC TASKS

- 3.1** County shall provide Contractor documents in adequately marked boxes. Each box shall be labeled with name of pickup facility, pickup date, box number and a brief contents description.
- 3.2** Pickup facility personnel shall create an index/transmittal sheet for each box sent for imaging. Such index shall identify each record sent for imaging.
- 3.3** In the event that an index/transmittal sheet for a box and/or case file sent to Contractor is not found, Contractor shall produce an index/transmittal sheet of documents in the particular box at the request of County.
- 3.4** The records and documents that are imaged are from various agency offices and locations. Contractor and County shall develop a specific time schedule for pickup and return of boxes for each Department, based on the project requirements and during normal business hours as determined by County for the locations to be specified in Attachment A.2 (Pickup and Return Locations). Any updates to the pickup and return locations shall automatically be incorporated into and replace the then current Attachment A.2 (Pickup and Return Locations).

- 3.5** Upon receipt of the files transmitted to Contractor, Contractor shall be responsible for reorganizing the files in the sequence noted on the transmittal sheet, whenever there is a discrepancy between the transmittal sheet and the sequence of files within a box.
- 3.6** Locations are subject to change based on the need of County. County will provide Contractor with written notification prior to location change. County and Contractor will agree to a minimum number of boxes to be picked up at any location. Should an sufficient number of boxes not be ready at the designated pickup time and date, County will update the request for a pickup during the following week and will notify Contractor at least 24 hours prior to that next week's pickup time.
- 3.7** Prior to starting work under the Contract, Contractor shall prepare an updated written project plan, referred to as the Project Control Document ("PCD"), which shall detail all tasks, schedules and deliverables and will be reviewed by County against the PCD submitted by Contractor prior to the Effective Date. County's Contract Administrator and/or the applicable County's Project Manager must review and approve in writing Contractor's PCD prior to Contractor beginning work under the Contract. All changes and modifications to the PCD shall be reviewed and approved by County's Contract Administrator and County's Project Manager(s). The PCD shall include, but not be limited to, the following:
- i. Quality Assurance Plan (QAP)
 - ii. Implementation Plan
 - iii. Back-up Disaster Recovery Plan
 - iv. Project Plan using automated software, such as MS Project
- 3.8** County shall be given the authority to inspect its documents at Contractor's facilities within one day notification.
- 3.9 INVOICES**
- Invoices must be provided on a Department-by-Department basis with full backup information that includes data on files transmitted to each department's FTP site. Backup data may be delivered in paper or electronic form – with the electronic form being in the format of Contractor prepared MS Excel spreadsheet(s). Within the Probation Department, each different business unit providing files for conversion must be invoiced separately, with full detail being provided. Similar detail must be provided, including all pertinent detail regarding images scanned, boxes stored, retrievals made must be included in order to ensure prompt payment by County. Each County Department will provide Contractor with detailed information regarding the invoicing procedures and invoicing addresses of County Departments.
- 3.9.1** Invoices may include costs for rescanning images that result from County Department error resulting in a need for a file to be rescanned.
- 3.9.2** Invoicing for box storage shall be calculated to begin on the last calendar day of the month after receipt of that box, and shall apply uniformly to all Departments.
- 3.9.3** Invoicing for scanning services will include all accepted and uploaded images, as well as those images that have been uploaded for 60-days, but have not yet been reviewed by the Department.

- 3.9.4** County will notify Contractor within 30 business days of invoice receipt of any discrepancies between its and Contractor's calculation of services provided during the previous month.

4.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan ("QCP") and Security Plan to ensure that County receives a consistently high level of service throughout the term of the Contract. Both plans shall be submitted to County's Contract Administrator and applicable County's Project Manager for review and approval prior to beginning work under the Contract. The plans shall include, but not be limited to, the following:

4.1 QUALITY CONTROL PLAN

4.1.1 Monitoring

Contractor must include its method for monitoring the number of documents, picked-up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned. Monitoring must extend to the FTP site for each applicable Department and must include assurance that all images have been delivered in electronic form to County.

4.1.2 Data Integrity and Image Clarity

Contractor shall describe its methods for maintaining the integrity of the data extracted and ensuring the clarity of the scanned images.

4.1.3 Imaging Accuracy

Contractor shall describe its methods for meeting a ninety-nine percent (99%) accuracy of converted/scanned images.

4.1.4 Imaging Accuracy Variance

Contractor shall describe its method/solution for conversion/scanning of the remaining percentage (no greater than one percent (1%) of non-scanned/non-converted images. Any and all images that require rescanning in order to improve quality will be rescanned, regardless of the one percent (1%) image accuracy requirement.

4.1.5 Exception Notice

Contractor shall identify those pages that are of insufficient quality for scanning and indexing. The notices will consist of an initial target sheet that identifies that subsequent pages are of poor quality and may not be legible and an ending target sheet indicating that previous images were of insufficient quality to permit the presentation of legible images. Where there is a single image of poor quality, the notice target will be inserted prior to that image, but not after.

4.1.6 Problem Correction Report

A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County on a monthly basis. Corrective actions must be resolved within two (2) business days of notification.

4.1.7 Contact Personnel

Contractor shall provide County with the names of the personnel responsible for resolving corrective actions.

4.2 SECURITY PLAN

Contractor's Security Plan will explain the procedures to be used to prevent theft or unauthorized access to and/or dissemination of County data and documents and photographic images, sound recordings, Compact Discs and/or DVDs.

Contractor's Security Plan must describe how the facility is or will be physically designed to segregate the processing of County documents to prevent intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The plan must also address specific needs to ensure that no outside party is able to view County documents that are being prepared, scanned, indexed or viewed during quality assurance processing.

5.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under the resultant Contract using the quality assurance procedures described in Paragraph 22 (County's Quality Assurance Plan) of the base Contract.

5.1 QUARTERLY MEETING

Contractor is required to attend any meetings scheduled by County or County and Contractor.

5.2 CONTRACT DISCREPANCY REPORT

5.2.1 Verbal notification of a Contract discrepancy shall be made to County's Contract Administrator as soon a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

5.2.2 County's Contract Administrator will determine whether a formal Contract Discrepancy Report, on the form specified in Schedule B.1 (Contract Discrepancy Report), shall be issued. Upon receipt of this document, Contractor shall respond in writing to County's Contract Administrator within five (5) business days acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County's Contract Administrator within ten (10) business days.

5.3 COUNTY OBSERVATIONS

In addition to each Department's contracting staff, other County personnel may observe Contractor's performance activities and review documents relevant to the Contract at any time during normal business hours without unreasonably interfering with Contractor's performance.

6.0 DEFINITIONS

The definitions relating to each participating Agency/Department are listed in Section 2.0 (Definitions) of the sequentially numbered Schedule applicable to such Agency/Department.

7.0 RESPONSIBILITIES

County and Contractor will be subject to the responsibilities specified in this Section 7.0 below.

7.1 COUNTY RESPONSIBILITIES

7.1.1 Personnel

County will administer the Contract according to Paragraph 6 (Administration of Contract – County) of the base Contract. County's specific duties will include:

- 7.1.1.1 Monitoring Contractor's performance in the daily operation of the Contract.
- 7.1.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 7.1.1.3 Preparing Change Notices in accordance with Paragraph 8 (Change Notices and Amendments) of the base Contract.
- 7.1.1.4 Ensuring compatibility with the software application(s) used by County. Images may be in single or multi-page tiff files, depending upon the application of the County Department.
- 7.1.1.5 Querying each County Department's FTP site to ensure that files that have been transmitted to County in electronic form were, in fact, received by County.
- 7.1.1.6 In the event that data is lost by County, due to unforeseen circumstances, providing a copy of the lost data in the format specified by County. Contractor shall be required to maintain a maximum of six (6) months of County data to satisfy this requirement.
- 7.1.1.7 In the event that a transmittal sheet is not in the box submitted to Contractor, at the request of County, indexing the box contents and providing a listing to County in the format specified by County.
- 7.1.1.8 In the event that files are not in the sequence as provided on the transmittal sheet, re-ordering the files in the sequence as shown on the transmittal sheet.
- 7.1.1.9 In the event that the Banker's box that was submitted by County was damaged or not in the condition which was originally submitted to Contractor, replacing the box with a standard Banker's box.

7.1.2 Furnished Items

- 7.1.2.1 With the exception of document pick-up and return, all work shall be done at Contractor's facility. However, in the event that it is necessary for Contractor to perform work at County's facility, County may provide the following to Contractor only when Contractor is on site at the Records and Identification Bureau, Probation Department Central Records Facility and District Attorney Archive Facility, Public Defender Archive Facility, Alternate Public Defender Archive Facility:
 - i. Office space with appropriate furniture
 - ii. Personal computer system

- iii. Telephone
- iv. Paper supplies
- v. Photocopier

7.1.2.2 County shall provide to Contractor on a regular basis all reports and records for processing as specified in Section 9.0 (Performance Requirements Summary) of this Statement of Work. Please note that the box size referenced refers to a standard Banker's Box.

- 7.1.2.2.1 Public Defender, District Attorney, Alternate Public Defender, Probation Department, Sheriff's stations, and other custodial facilities shall be responsible for determining which files will be sent to RIB, IRC, Probation's Central Records Section, Pretrial Services Division or Budget and Fiscal Services or the Public Defender, District Attorney, Alternate Public Defender archive Facility for pick-up by Contractor.
- 7.1.2.2.2 Public Defender, District Attorney, Alternate Public Defender, Probation Department, Sheriff's station, and other facility staff shall store all documents/ reports for imaging in standard packing boxes. Each box shall be labeled with name of facility, organization, box number, brief content description, and the number of records/ documents contained in the box.
- 7.1.2.2.3 For the Sheriff, the total number of records in each box will vary between 700 and 1,000 records. For the District Attorney and Alternate Public Defender, total number of case records in each box will vary between 1-30 for Felony Case Files (FCF), 45-50 for Misdemeanor Case Files (MCF) and 1-50 for Investigation Case Files (ICF). For Public Defender, total number of case records in each box will vary between 1-150 for Felony Case Files (FCF), 45-400 for Misdemeanor Case Files (MCF), 1-50 Do Not Destroy Case Files (DNDCF), and 1-150 for Juvenile Case Files (JCF).
- 7.1.2.2.4 For the Probation Department, boxed files from Central Records will average about 45 files per box for adult files and 10 files per box for juvenile files. Pretrial Services will average about 300 packets per box, and from Budget and Fiscal Office will average about 45 files per box. Contractor should note that there may well be subsidiary case files in Probation Department records; thus there is a more complex structure of Probation Department case files, as described elsewhere in Schedule A.2 (Statement of Work – Probation Department). The number of files may differ from the number of cases for that reason.
- 7.1.2.2.5 District Attorney, Probation Department, Sheriff's station, and other facility staff shall create an index/ transmittal

sheet of all boxes sent to Contractor for imaging. Such index shall identify each record sent for imaging according to the report's Uniform Report Number (URN) or Court Case Number or Investigation Case Number.

- 7.1.2.2.6 For Sheriff, all boxed records shall be delivered to the vendor, Iron Mountain for Storage depending on location of the facility. For District Attorney, all boxed records shall be delivered to their Commerce Archive Facility. For the Public Defender and the Alternate Public Defender, all boxed records shall be delivered to their respective archive facilities.
- 7.1.2.2.7 For the Public Defender, District Attorney, Alternate Public Defender, some case file documents may be written in pencil. Similarly, some files may include xerographic copies, or on other than normally legible 8 ½" X 11" or 8 ½" 14" records (e.g. napkins, post it notes, cash register receipts) that are illegible in paper form. If, after scanning and rescanning, a document completed in pencil or other "exception document" as those noted above that is an illegible xerographic copy cannot be effectively imaged, then Contractor may return such document to County.
- 7.1.2.2.8 Probation Department boxes (files/packets) picked up at Pretrial Services Division sites are returned to Pretrial Wilshire Office for long term archiving.
- 7.1.2.2.9 Probation Department boxes (files) picked up at Central Records Section sites will be returned within 14 business days of pickup for quality review and destruction to Central Records Section.
- 7.1.2.2.10 Probation Department boxes (files) picked up at Budget and Fiscal Services sites shall be returned within 14 business days of pickup to Lynwood Section.

7.2 CONTRACTOR RESPONSIBILITIES

7.2.1 Contract Manager

- 7.2.1.1 Contractor shall provide a full-time Contract Manager and designated alternate. County must have access to Contractor's Contract Manager and/or designated alternate at all times, seven (7) days per week. Contractor shall provide a telephone number where Contractor's Contract Manager may be reached on a twenty-four (24) hour per day basis.
- 7.2.1.2 The Contract Manager shall act as a central point of contact with County's Contract Administrator and/or the applicable County's Project Manager.
- 7.2.1.3 Contractor's Contract Manager and the alternate must demonstrate previous experience, within the last five (5) years, in the management

of work similar in scope, size and complexity as County's requirements.

- 7.2.1.4 Contractor's Contract Manager, or the alternate, shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Contract Manager, or the alternate, shall be able to effectively communicate, in English, both orally and in writing.

7.2.2 Personnel

- 7.2.2.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee at Contractor's site shall be authorized to act for Contractor and must speak and understand English. All personnel assigned to perform any task related to this contract shall undergo a Background investigation to ensure that these persons are with good moral character and integrity. Contractor is advised that the background investigation and approval process may take up to or somewhat longer than a four-week time period, after that employee candidate has been identified by Contractor. Contractor shall ensure that by the first day of employment, all persons with access to the records submitted by the Sheriff's, District Attorney, Public Defender, Alternate Public Defender, Probation Department shall have undergone a background investigation as well as signed a Criminal Offender Record Information ("CORI") Statement, which will be attached to the Contract as Exhibit J. The signed CORI Statement copies shall be forwarded to each Department within five (5) business days of start of employment.

- 7.2.2.2 Uniforms/Identification Badges

- 7.2.2.2.1 Contractor employees assigned to pick up documents and records from County facilities shall wear an appropriate uniform at all times.
 - 7.2.2.2.2 Contractor employee uniform shall consist of a shirt with the company name on it.
 - 7.2.2.2.3 Contractor employee uniform pants are optional. All uniforms, as required and approved by County's Contract Administrator, or his/her designee, will be provided by and at Contractor's expense.
 - 7.2.2.2.4 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on each employee's person at all times he/she is on the County designated property.

7.2.3 Materials and Equipment

The purchase of all materials/equipment to provide the required imaging services is the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by its employees.

7.2.4 Training

- 7.2.4.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 7.2.4.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards, as appropriate.
- 7.2.4.3 All employees shall be trained in the secure and confidential handling of County documents.

7.2.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. At least one (1) employee who can respond to inquiries and complaints, which may be received about Contractor's performance of the Contract, shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.3 WORK SCHEDULES

- 7.3.1 Contractor shall submit for review and approval its work schedule to County's Contract Administrator within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.
- 7.3.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's Contract Administrator for review and approval within five (5) working days prior to scheduled time for work.

8.0 SPECIFIC WORK REQUIREMENTS – CONTRACTOR

Contractor shall provide the Document Imaging Services and other related work as specified in this Section 8.0.

8.1 DOCUMENT PICK UPS AND RETURNS

- 8.1.1 Contractor's Contract Manager and County's Contract Administrator, working with each Department, shall develop a document pick-up and return schedule for each Department. County's staff will call Contractor prior to the scheduled pick-up if there are no boxes ready for pick-up. In the event of unusually high volume, County will call Contractor and give the number of boxes to allow Contractor to determine which vehicle will be required.
- 8.1.2 County shall provide Contractor with records/documents that are stored in adequately marked boxes. Contractor will pick-up these boxes from Locations specified in Section 3.4 above.
- 8.1.3 Upon arrival with new boxes from County facilities, Contractor shall check each box against the index/transmittal sheet prepared by County personnel, if such document was prepared, to confirm they are the correct boxes. These boxes shall

be stored in a secure area until Contractor's employees can prepare the documents for imaging.

8.1.4 Contractor shall be required to digitally image documents contained within a file in the same sequence as originally received. Contractor shall also return to County documents within a file in the same sequence as originally received.

8.1.5 The resulting electronic images and their indices shall be in an Oracle, Ms SQL or other ODBC compatible format in an online-based repository.

8.2 SPECIFIC WORK REQUIREMENTS

Contractor's other specific work requirements relating to each participating Agency/Department are listed in Section 3.0 (Specific Work Requirements) of the sequentially numbered Schedule applicable to such Agency/Department.

8.3 RESCANNING DOCUMENTS

8.3.1 Images that do not meet quality standards are taken out of the regular imaging and scanning queues and placed in the rescanning area.

8.3.2 The original hard copy documents are retrieved from the appropriate box.

8.3.3 The scanners will be adjusted to accommodate the individual documents and scanned.

8.3.4 All rescanned images are verified and returned to the indexing area.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary ("PRS"), specified in Schedule B.2 (Performance Requirements Summary), lists the required services that will be monitored by County during the term of this Contract. All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

If Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

9.1 CORRECTIVE ACTION PLAN

To require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.2 PAYMENT OPTIONS

To reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.

9.3 CONTRACT OPTIONS

To reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.4 COMPLIANCE FAILURE

Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Section 9.0 does not preclude County's right to terminate the Contract upon ten (10) days written notice with or without cause, or as otherwise provided in Paragraph 49 (Termination for Convenience) of the base Contract.

10.0 OPTIONAL SERVICES

County may from time to time, during the term of the Contract, submit to Contractor written requests for Optional Services not included in Contractor's fees for the Services under the Statement of Work using Pool Dollars. In response to such request, Contractor shall submit to County for approval a proposed Scope of Work for such Optional Services and a not-to-exceed Maximum Fixed Price, if applicable. County and Contractor shall agree on the Scope of Work for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Price, if applicable, for such Optional Services.

EXHIBIT B
PRICING SCHEDULE
FOR
DOCUMENT IMAGING SERVICES

APRIL 2012

EXHIBIT B

PRICING SCHEDULE

1. PRICING TERMS

Contractor shall provide the Document Imaging Services as described in Exhibit A (Statement of Work) and the Contract at the fixed unit prices specified in this Exhibit B below. No other costs or out-of-pocket expenses shall be paid to Contractor under the Contract. Payments shall be made on the invoices for approved deliverables only.

All required hardware, software, materials, other costs or out-of-pocket expenses and Contractor's site expenses for the Document Imaging Services are the responsibility of Contractor and are included in the fixed unit price.

Contractor shall be paid the fixed unit price for Document Imaging Services on a per service basis, which includes the cost for meeting all requirements of this Contract, including but not limited to, document preparation, imaging, enhancing the image, indexing (as defined in *Sections 8.2.14, 8.3.13.2, 8.4.13, 8.6.10.2 and 8.7.10.2 of Exhibit A (Statement of Work)*), uploading of images onto County systems, online availability/storage, downloading onto CD's/DVD's, with the exception of the specific priced items listed below, and other Services set forth in Exhibit A (Statement of Work).

Contractor shall provide the Services under this Contract at the fees and prices specified below.

DOCUMENT	PRICE COMPONENT	PRICE (MANUALLY ENTERED INDICES)		
		0 Indices	1-3 Indices	4-6 Indices
Exhibit A	Cost per Image	\$0.0288	\$0.0298	\$0.0308
Exhibit A	Cost per Color Photograph Conversion	\$0.0395		
Exhibit A	Cost per Self Contained Compact Disk (CD) or Digital Video Disk (DVD) with Images Pending Importation	\$3.00		
Exhibit A	Cost for Direct Web Access to Images Pending Importation	Included		
Exhibit A	Cost Per Document Search Prior to Image Availability Above 25 Search Requests per Week	Included		
Exhibit A	Cost per Index/Transmittal Sheet Created for Box Arriving Without One	\$0.75		
Exhibit A	Monthly Cost per Box for Storage	\$0.195		
Exhibit A	Cost per lb. for Document Destruction	\$0.06		

NOTE: No purchase by Contractor of additional hardware, software, building space or other assets or expenditure by County will be required in order for Contractor to fulfill its obligations under the Contract. All pricing herein reflects usage of Contractor's capital assets and building facilities located in Los Angeles County.

2. OPTIONAL SERVICES

Any agreed upon Optional Services shall be provided in accordance with *Section 10.0 (Optional Services) of Exhibit A (Statement of Work)* following agreement on a not-to-exceed Maximum Fixed Price, if applicable, and the Scope of Work. To be reimbursed for any travel and living expenses, they must be included in the Maximum Fixed Price, must be reasonable, must be quoted, must be approved in advance by County, must be based on actual expenditures and must not exceed County's then current travel expense reimbursement rates.

This Contract allocates the maximum amount of \$300,000 in Pool Dollars for the term of the Contract. Pool Dollars may be used for acquiring Optional Services provided by Contractor pursuant to the applicable terms of the Contract by executing a Change Notice in accordance with *subparagraph 8.2 of Paragraph 8 (Change Notices and Amendments) of the base Contract*. Following acquisition of Optional Services using Pool Dollars, Schedule B.1 (Optional Services Schedule) shall be updated by County to reflect the Optional Services acquired and the remaining balance of Pool Dollars.

SCHEDULE B.1
OPTIONAL SERVICES SCHEDULE

1. OPTIONAL SERVICES

ITEM No.	DESCRIPTION OF OPTIONAL SERVICES	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
	SUBTOTAL				\$

2. POOL DOLLARS

EVENT (Effective Date, Change Notice, Amendment)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
Effective Date	08/18/2009		\$ 0.00
Amendment Number One		+ \$300,000.00	\$300,000.00
Change Notice No. 1		- \$26,000.00	\$274,000.00